

## **Amendment 16 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 16 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 20<sup>th</sup> day of July, 2006, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The On-board Fare Transaction Processor (OBFTP) devices being delivered for Phase I (through Beta Test) include 36 megabytes (MB) of memory for the storage of configuration data and usage data. Of this total 36 MB, 24 MB has been added through installation of a memory expansion board. The Contractor has agreed that the inclusion of the 24 MB memory expansion board for the quantities supplied in Phase I will be at no added cost to the Agencies.
- C. The Contractor has represented, however, that its analysis indicates 12 MB is sufficient to meet the Contract requirements through Full System Acceptance. Accordingly, the Contractor has indicated it will not include the 24 MB memory expansion board in the OBFTP devices supplied for Phase II.
- D. The Agencies agree to pay an added charge for inclusion of the 24 MB memory expansion board in the Phase II quantities of the OBFTP. Said agreement is solely for the purpose of adding capacity for potential growth in the amount of data that must be stored after Full System Acceptance due to RFCS program growth over and above that identified in the Contract.
- E. The Agencies agree, in accordance with the terms of this Amendment 16, to pay an additional amount for the OBFTP devices delivered for Phase II.

## **Agreement**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

**Section 1.0** The Contractor shall include in all OBFTP devices provided to the Agencies, in addition to the 12 MB of memory provided for storage of configuration data and usage data in the standard device, a 24 MB memory expansion board for added capacity to store such data. This Amendment shall not be construed, however, as an agreement by the Agencies that the 12 MB of memory will meet the Contract requirements through Full System Acceptance.

**Section 2.0** The Parties agree that all OBFTP devices provided for Phase I, including those provided as training devices and spares, shall be supplied at the price specified for quantities of 1,501 - 3,000 in Section II (A), Exhibit 9, "Price Schedule."

**Section 3.0** The Parties agree that all OBFTP devices provided for Phase II shall be supplied at the price specified for quantities of 1,501 - 3,000 in Section II (A), Exhibit 9, "Price Schedule," plus a charge for 24 MB memory expansion board in an amount of eighty-three dollars (\$83) per device. Said per-unit charge is a not-to-exceed amount that is subject to the Contractor providing documentation that the actual cost of labor, materials and the Contract-permitted material mark-up is not less than this \$83.00 per unit charge.

Within twenty (20) business days after this Change Order is signed, the Contractor shall provide all documentation, including a copy of the Sanmina SCI firm quotation, necessary to audit and verify the actual prices of the Contractor's subcontractor and its material suppliers.

**Section 4.0** Section II (Equipment) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## II. EQUIPMENT Prices

		Range of Quantities		
A. FARE TRANSACTION PROCESSOR (FTP)				
A.1(a) On Board FTP (unit price includes Ethernet Switch for Agency orders for Phase I and Phase II procurement by ERG) This Unit price for Phase I devices shall also include the 24 MB Memory Expansion Board)		1,500 or less	1,501-3,000	Over 3,000
PRICE PER UNIT		\$721	\$687	\$680
A.1(b) On Board FTP Installed 24 MB Expansion Board Memory Charge for Phase II quantities (subject to the terms of Amendment 16)		1,500 or less	1,501-3,000	Over 3,000
PRICE PER UNIT		\$83	\$83	\$83
A.2 Stand Alone FTP		50 or less	51-80	Over 80
a. Sound Transit Configuration (w/buttons)		\$3,626	\$3,463	\$3,435
b. WSF Configuration (w/o buttons)		\$3,522	\$3,354	\$3,321
A.3 Portable FTP		100 or less	101-500	Over 500
a. Portable FTP – verifier only		\$1,327	\$1,300	\$1,274
b. Portable FTP – Full Function (Unitech)		\$1,792	\$1,756	\$1,721
c. Portable FTP – Original Submission (P4000)		\$2,102	\$2,081	\$2,060
B.				
DRIVER DISPLAY UNIT		1,500 or less	1,501-3,000	Over 3,000
PRICE PER UNIT		\$1,365	\$1,302	\$1,289
C. WIRELESS DATA ON/OFF LOADING SYSTEM				
C.1 Base/Terminal Module		10 or less	11-20	Over 20
PRICE PER UNIT		\$3,919	\$3,732	\$3,554
C.2 On-Board Vehicle Module (Non Ruggedized)		1,500 or less	1,501-3,000	Over 3,000
PRICE PER UNIT		\$631	\$601	\$595
C.3 On-Board Vehicle Module (Ruggedized)		1,500 or less	1,501-3,000	Over 3,000
PRICE PER UNIT		\$1,103	\$1,090	\$1,069
D.				
DATA ACQUISITION COMPUTER (DACs)		15 or less	16-30	Over 30
PRICE PER UNIT		\$13,856	\$13,196	\$13,064
E.				
BACK OFFICE CLIENT COMPUTERS		3 or less	4-8	Over 8
PRICE PER UNIT		\$61,693	\$58,755	\$55,957
F.				
INTEGRATION w/ SOUND TRANSIT TVMs		30 or less	31-50	Over 50
PRICE PER UNIT		\$2,494	\$2,375	\$2,352

## Section 5.0

All other provisions of the Contract not referenced in this Amendment 16 shall remain in effect.

IN WITNESS WHEREOF, authorized representatives of the Agencies and the Contractor have signed their names in the spaces provided below.

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\_\_\_\_\_  
Joni Earl, Chief Executive Officer

**King County**

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Kevin Desmond, Transit General Manager

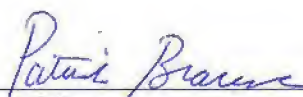
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**Washington State Ferries, Washington State Department of Transportation**

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**ERG Transit Systems (USA) Inc.**

By:   
Project Manager

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Richard M. Hayes, Executive Director

**City of Everett**

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Ray Stephanson, Mayor, or His Designee

ATTEST:

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Sharon Marks, City Clerk

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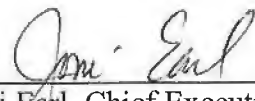
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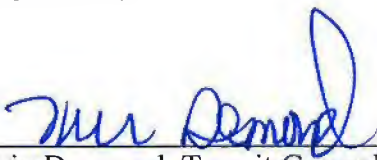
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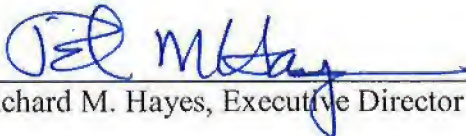
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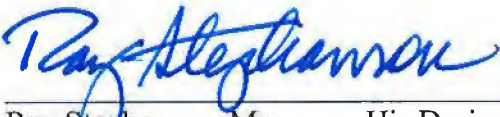
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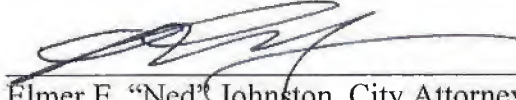
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